

### **Garden for Growth Application**

Thank you for your interest in leasing and gardening property owned by the Michigan Land Bank Fast Track Authority. The mission of the Michigan Land Bank is to stimulate economic growth and community revitalization, in a strategic and progressive manner, by fostering creative partnerships and utilizing land bank programs and tools in order to restore property to a productive use.

Property eligible for the program must be (1) owned by the Michigan Land bank; (2) a vacant lot; (3) zoned residential; and (4) in the opinion of the Michigan Land Bank, not part of a proposed plan or development requiring land assembly.

Garden for Growth lease cost: \$25 for one year or \$75 for three years. Lessee will have the option to renew the lease at the end of their lease term.

#### **Instructions:**

- 1. Submit the following to the address below:
  - Completed Garden for Growth Application
  - Proof of paid property taxes (copies of current paid city and county tax bills)
  - Proof of identity (copy of valid state driver's license or other official photo ID)
  - Current photo of the property

Mail to:

## State of Michigan Land Bank Fast Track Authority 300 N. Washington Square Lansing, MI 48913

- 2. Within 30 days of receipt of your completed application and all required documentation, the Michigan Land Bank will complete its review and notify you whether it is approved or declined.
- 3. If your application is accepted, the Michigan Land Bank will send you an acceptance letter, invoice for payment, and lease agreement to be signed and returned within 14 days of receipt.
- 4. Upon receipt of your payment and signed lease agreement, the Michigan Land Bank will execute the lease and mail you a copy for your records.

Again, thank you for your interest in property owned by the Michigan Land Bank Fast Track Authority. If you have any further questions, please feel free to contact us at (517) 335-8212.

# **Garden for Growth Application**

Please fill this application out completely. The Michigan Land Bank will not consider incomplete applications. Thank you for your interest in Michigan Land Bank property.

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<b>Applicant Information</b>		
Mr. / Mrs. / Ms. <b>Name</b> :		
Co-Applicant Name (if applicable):		
Street Address:		
City:	State:	Zip Code:
Phone Number:	E-mail Address:	
<b>Property Information</b>		
Property Address:	City:	
Parcel Number(s):		
Please describe your plan of use for the requested lot:		
Please DO NOT send payment with your application.		
<u>A</u>	Applicant Certification	
A AMERICAN CERTAIN THAT		
<ol> <li>I HEREBY CERTIFY THAT:</li> <li>I am not in default of property taxes payable to any governmental taxing unit. I understand that the Authority will verify my tax status.</li> </ol>		
2. I understand that the property shall be maintained and used for gardening or urban farming.		
3. All of the copies of the materials submitted with this application are complete, accurate and current.		
4. I further understand and agree that I must property maintenance laws and ordinance		ee with all land use, zoning, and
<ol> <li>I also certify that I will pay all costs and f property.</li> </ol>		ardening and farming of the
By signing below, I/we certify I/we have read, application. I/We further certify that all of the		
Applicant Signature:		Date:
Co-Applicant Signature:		Date:

## **Garden for Growth Application**

## Legal Disclaimer

The State of Michigan, its departments, the Michigan Land Bank Authority (Authority), its officers, employees, contractors, and agents, make no warranty or representation as to the status or condition of title on any of the properties conveyed by the Authority.

The State of Michigan, its departments, the Authority, its officers, employees, contractors, and agents, make no warranty or representation as to the physical presence or absence of any hazardous substance or hazardous waste on any of the properties conveyed by the Authority. All properties are leased "As Is." The State of Michigan, its departments, the Authority, its officers, employees, contractors, and agents, make no warranty or representation as to the environmental condition of any of the properties or of any structures or improvements located on any of the properties. The applicant assumes all responsibility to investigate, and if necessary remediate, the environmental condition of the properties. The applicant is encouraged to obtain technical advice in order to investigate, and if necessary remediate, the environmental condition of the properties.

The State of Michigan, its departments, the Authority, its officers, employees, contractors, and agents, make no warranty or representation as to the physical condition of any of the properties or of any structures or improvements located on any of the properties conveyed by the Authority. The applicant assumes all responsibility to investigate, and if necessary repair the physical condition of the properties or of any structures or improvements located on the properties. The applicant is encouraged to obtain technical advice in order to investigate, and if necessary repair, the physical condition of any of the properties or of any structures or improvements located on any of the properties.

The State of Michigan, its departments, the Authority, its officers, employees, contractors, and agents, comply with the Elliott-Larson Civil Rights Act, 1976 PA 453, the Persons with Disabilities Civil Rights Act, 1976 PA 220, and all other federal, state, and local fair employment practices and equal opportunity laws and do not discriminate based on religion, race, color, national origin, age, sex, height, weight, or physical or mental disability, or marital status.

The applicant will receive a "Lease" from the Michigan Land Bank Fast Track Authority. The property will be conveyed "As Is" – with no title insurance. The purchaser will assume responsibility for the property and its maintenance.

I/We understand that the Authority will offer the property "As Is" with no warranty of the title whatsoever. I/We understand that the property may have substantial physical, environmental, and/or title defects. I/We understand that I/we am/are assuming the risk for any defects in the property. No one from or on behalf of the State of Michigan, its departments, the Authority, its officers, employees, contractors, or agents, has made any statements, promises, representations, or warranties, express or implied, as to the condition of the property or title to the property. I/We acknowledge that I/we am/are proceeding at my/our own risk. I/We hereby release, waive, discharge, and covenant to hold harmless the State of Michigan, its departments, the Authority, its officers, employees, contractors, and agents from all liability regarding the condition of the property, whether environmental, physical, legal (title) or otherwise.

By signing below, I/we certify that I/we have read, understand, and agree to be bound by all terms of this entire application. I/We further certify that all of the statements set forth in this application are true.

Applicant Signature:	Date:
Co-Applicant Signature:	Date: